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6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**

8 CECILIA GRANATA, an individual,

9 Plaintiff,

10 v.
11

12 ZOETOP BUSINESS CO., LTD., a limited
13 company, individually and doing business
14 as "SHEIN"; SHEIN DISTRIBUTION
15 CORP., a Delaware corporation;
16 ROADGET BUSINESS PTE., LTD, a
17 Singapore entity; SHEIN US SERVICES,
18 LLC, a Delaware Corporation; SHEIN
19 TECHNOLOGY, LLC, a Delaware
20 Corporation; and DOES 1 through 10,
21 Defendants.
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27
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Case No.:

1. COPYRIGHT INFRINGEMENT
2. VICARIOUS AND/OR
CONTRIBUTORY COPYRIGHT
INFRINGEMENT
3. VIOLATION OF 17 U.S.C. §
1202

JURY TRIAL DEMANDED

1 Plaintiff, Cecilia Granata (“Granata” and “Plaintiff”), by and through her
2 undersigned attorneys, hereby prays to this honorable Court for relief based on the
3 following:

4 **JURISDICTION AND VENUE**

5 1. This action arises under the Copyright Act of 1976, 17 U.S.C. § 101, *et*
6 *seq.*

7 2. This Court has federal question jurisdiction under 28 U.S.C. §§ 1331
8 and 1338 (a)-(b).

9 3. Venue in this judicial district is proper under 28 U.S.C. §§ 1391(c) and
10 1400(a) because this is the judicial district in which a substantial part of the acts and
11 omissions giving rise to the claims occurred.

12 **PARTIES**

13 4. Granata is an individual residing in California.

14 5. Upon information and belief, Granata alleges that Defendant ZoeTop
15 Business Co., Ltd. (“ZBC”), individually and doing business as “Shein,” is a limited
16 entity that is doing business with the State of California.

17 6. Upon information and belief, Granata alleges that Defendant Shein
18 Distribution Corp., (“SDC”) is a Delaware corporation that is doing business with
19 the State of California.

20 7. Upon information and belief, Granata alleges that Defendant Roadget
21 Business PTE., LTD. (“Roadget”) is a Singapore entity that is doing business with
22 the State of California.

23 8. Upon information and belief, Granata alleges that Defendant Shein US
24 Services, LLC, (“SUSS”) is a Delaware limited liability company that is doing
25 business with the State of California.

26 9. Upon information and belief, Granata alleges that Defendant Shein
27 Technology, LLC (“ST”) is a Delaware limited liability company that is doing
28 business with the State of California.

1 10. On information and belief, Plaintiff alleges that ZBC, SDC, Roadget,
2 SUSS, and ST do business as “Shein.” These entities will be referred to herein
3 collectively as “Shein.”

4 11. Upon information and belief, Plaintiff alleges that Defendants DOES 1
5 through 10, inclusive, are other parties not yet identified who have infringed
6 Plaintiff’s copyrights, have contributed to the infringement of Plaintiff’s copyrights,
7 or have engaged in one or more of the wrongful practices alleged herein. The true
8 names, whether corporate, individual or otherwise, of DOES 1 through 10, inclusive,
9 are presently unknown to Plaintiff, which therefore sues said Defendants by such
10 fictitious names, and will seek leave to amend this Complaint to show their true
11 names and capacities when same have been ascertained.

12 12. Upon information and belief, Plaintiff alleges that at all times relevant
13 hereto each of the Defendants was the agent, affiliate, officer, director, manager,
14 principal, alter-ego, and/or employee of the remaining Defendants and was at all
15 times acting within the scope of such agency, affiliation, alter-ego relationship
16 and/or employment; and actively participated in or subsequently ratified and/or
17 adopted each of the acts or conduct alleged, with full knowledge of all the facts and
18 circumstances, including, but not limited to, full knowledge of each violation of
19 Plaintiff’s rights and the damages to Plaintiff proximately caused thereby.

20 **CLAIMS RELATED TO SUBJECT DESIGN**

21 13. Prior to the conduct complained of herein, Plaintiff composed an
22 original design, a copy of which is set forth hereinbelow (“Subject Design”). This
23 artwork was a creation of Plaintiff, and is, and at all relevant times was, owned
24 exclusively by Plaintiff.

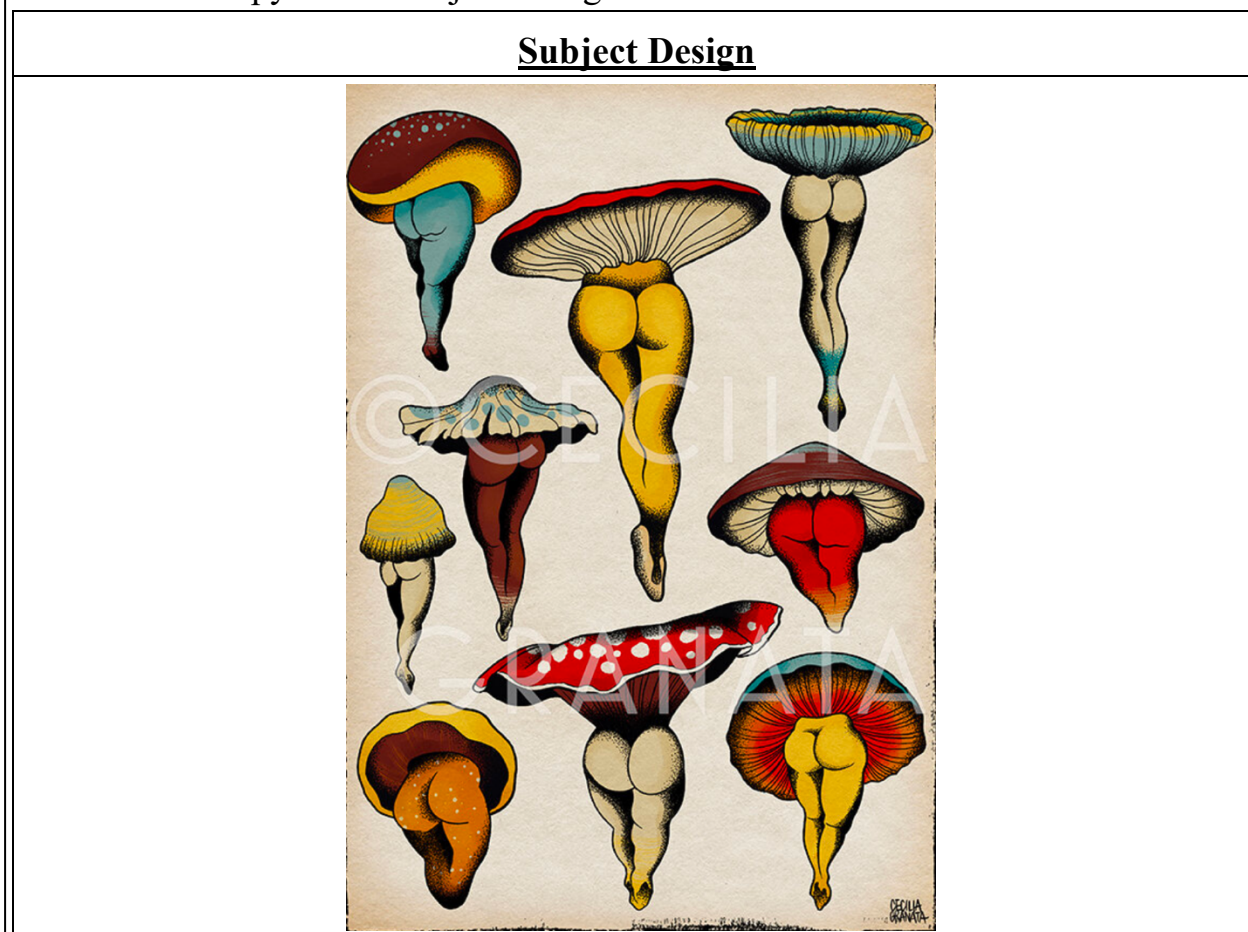
25 14. Plaintiff registered the Subject Design with the United States Copyright
26 Office and owns all rights to the Subject Design.

15. Prior to the acts complained of herein, Plaintiff published the Subject Design to the public and marketed and solicited orders relevant to the Subject Design.

16. Following this publication of the Subject Design, Plaintiff's investigation revealed that Shein was marketing and selling products bearing illegal reproductions and/or derivations of the Subject Design.

17. Upon information and belief, Plaintiff alleges that, without Plaintiff's authorization, Defendants created, sold, manufactured, caused to be manufactured, imported and/or distributed products that bear artwork identical to or substantially similar to the Subject Design ("Infringing Products").

18. Below is a comparison of the Subject Design with exemplars of the Infringing Products, which feature designs incorporating at least a portion of the unauthorized copy of the Subject Design:



Infringing Products

FREE STANDARD SHIPPING ON ORDERS OF \$29+

SHEIN

Mushroom Tapestry

Q

0


0

0

0

Categories ▾ New In Sale Women Clothing Curve Clothing Kids Men Fashion < >

Home / Home Textile / Tapestry / 1pc Mushroom Pattern Tapestry



1pc Mushroom Pattern Tapestry

SKU: sh2305298394608102 ★★★★★ (12 Reviews)

\$5.00

Make 4 payments of \$1.25 [Klarna](#)

Size

one-size

Qty: - 1 +

ADD TO CART

Heart icon

Earn up to 5 SHEIN Points calculated at checkout.

Shipping To United States

Delivery

Standard Shipping \$3.99, FREE on orders \$29.00+
Estimated to be delivered on 08/31/2023 - 09/03/2023.

Express Shipping \$12.90, FREE on orders \$129.00+
Estimated to be delivered on 08/29/2023 - 08/31/2023.

[SHEIN CLUB](#) Join and get a SHEIN CLUB shipping coupon >
Sold by: Jiaqi & Ships from: SHEIN [Report](#)

us.shein.com

NEW USERS ONLY! FREE SHIPPING ON ALL ORDERS EXTRA 15% OFF

WOMEN CURVE HOME KIDS MEN BEAUTY


SHEIN

Free Returns in the U.S.

NEW IN #SHEINu23 SALE SHEIN X DESIGNERS CLOTHING DRESSES TOPS BEACHWEAR LINGERIE & LOUNGE SPORTS & OUTDOORS SHOES & ACCS BRANDS EXPLORE SHEIN OUTLET

Wall Tapestry

Home / Home & Living / Home Textile / Tapestry / 1pc Mushroom Pattern Tapestry



1pc Mushroom Pattern Tapestry

SKU: sh2305298394608102

New

\$19.90

\$18.91 [SHEIN CLUB](#) Join for an Exclusive 5% OFF >

Size

one-size

Qty: - 1 +

ADD TO CART

Heart icon

Earn up to 19 SHEIN Points calculated at checkout.

Shipping To United States

Delivery

Standard Shipping \$3.99, FREE on orders \$29.00+
Estimated to be delivered on 08/10/2023 - 08/12/2023.

Express Shipping \$12.90, FREE on orders \$129.00+
Estimated to be delivered on 08/10/2023 - 08/12/2023.

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Free Return & Exchange

Learn More

Description

+

About Store

+

Customers Also Viewed

GET EXTRA 15% >

5

COMPLAINT

1 19. The above comparisons make apparent that the elements, composition,
2 arrangement, layout, and appearance of the designs on the items are substantially
3 similar to the design at issue.

4 **FIRST CLAIM FOR RELIEF**

5 (For Copyright Infringement – Against All Defendants, and Each)

6 20. Plaintiff repeats, realleges, and incorporates herein by reference as
7 though fully set forth, the allegations contained in the preceding paragraphs of this
8 Complaint.

9 21. Upon information and belief, Plaintiff alleges that Defendants, and each
10 of them, had access to the Subject Design including, without limitation, through (a)
11 viewing Plaintiff's website, as well as Plaintiff's online profiles, publications, and
12 features; (b) access to illegally distributed copies of the Subject Design by third-
13 party vendors and/or Doe Defendants; and (c) fabrics manufactured and sold to the
14 public bearing products lawfully printed with the Subject Design by Plaintiff for its
15 customers.

16 22. Upon information and belief, Plaintiff alleges that one or more of the
17 Defendants manufactures fabrics and/or is a fabric vendor. Plaintiff is further
18 informed and believes and thereon alleges that said Defendant(s) has an ongoing
19 business relationship with Defendant retailers, and each of them, and supplied
20 fabrics to said retailers, which fabrics infringed the Subject Design in that said
21 fabrics featured unauthorized print design(s) that were identical or substantially
22 similar to the Subject Design, or were illegal derivations or modifications thereof.

23 23. Upon information and belief, Plaintiff alleges that Defendants, and each
24 of them, infringed Plaintiff's copyrights by creating, making, and/or developing
25 directly infringing and/or derivative works from the Subject Design and by
26 producing, distributing and/or selling products which infringe the Subject Design
27 through a network of retail stores, catalogues, and through on-line websites.

24. Due to Defendants' acts of infringement, Plaintiff has suffered substantial damages to its business in an amount to be established at trial.

25. Due to Defendants' acts of infringement, Plaintiff has suffered general and special damages in an amount to be established at trial.

26. Due to Defendants' acts of copyright infringement as alleged herein, Defendants, and each of them, have obtained direct and indirect profits they would not otherwise have realized but for their infringement of the Subject Design. As such, Plaintiff is entitled to disgorgement of Defendant's profits directly and indirectly attributable to Defendant's infringement of Plaintiff's rights in the Subject Design in an amount to be established at trial.

27. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, have committed acts of copyright infringement, as alleged above, which were willful, intentional and malicious, which further subjects Defendants, and each of them, to liability for statutory damages under Section 504(c)(2) of the Copyright Act in the sum of up to one hundred fifty thousand dollars (\$150,000.00) per infringement. Within the time permitted by law, Plaintiff will make its election between actual damages and statutory damages.

SECOND CLAIM FOR RELIEF

(For Vicarious and/or Contributory Copyright Infringement - Against All Defendants)

28. Plaintiff repeats, realleges, and incorporates herein by reference as though fully set forth, the allegations contained in the preceding paragraphs of this Complaint.

29. Upon information and belief, Plaintiff alleges that Defendants knowingly induced, participated in, aided and abetted in and profited from the illegal reproduction and/or subsequent sales of fabrics featuring the Subject Design by, *inter alia*, directing the manufacture of or selection and sourcing of materials and designs for the Infringing Products or had agreements requiring the manufacture or

sourcing of certain materials or designs, with the ability and right to supervise, direct, cancel, or otherwise modify its orders for the manufacture or purchase of the Infringing Products. Plaintiff is informed and believes and thereon alleges that Defendants had direct oversight or involvement in the sourcing of materials for and manufacture of the Infringing Products and thus knew, induced, caused, or materially contributed to the infringement of Plaintiff's rights as alleged herein. The true and complete extent to which Defendants were involved in a network of infringement with yet undiscovered Doe Defendants and/or direct infringers will be ascertained during discovery in this action.

30. Upon information and belief, Plaintiff alleges that each of the retailer Defendants had written agreements with the Doe Defendants who are manufacturers such that each retailer Defendant had oversight and control over the sourcing of the Subject Design affixed to the Infringing Products.

31. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, are vicariously liable for the infringement alleged herein because they had the right and ability to supervise the infringing conduct and because they had a direct financial interest in the infringing conduct.

32. By reason of the Defendants', and each of their, acts of contributory and vicarious infringement as alleged above, Plaintiff has suffered and will continue to suffer substantial damages to its business in an amount to be established at trial, as well as additional general and special damages in an amount to be established at trial.

33. Due to Defendants', and each of their acts of copyright infringement as alleged herein, Defendants, and each of them, have obtained direct and indirect profits they would not otherwise have realized but for their infringement of the Subject Design. As such, Plaintiff is entitled to disgorgement of Defendants' profits directly and indirectly attributable to Defendants' infringement of Plaintiff's rights in the Subject Design, in an amount to be established at trial.

34. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, have committed acts of copyright infringement, as alleged above, which were willful, intentional and malicious, which further subjects Defendants, and each of them, to liability for statutory damages under Section 504(c)(2) of the Copyright Act in the sum of up to one hundred fifty thousand dollars (\$150,000) per infringement. Within the time permitted by law, Plaintiff will make its election between actual damages and statutory damages.

THIRD CLAIM FOR RELIEF

(For Violation of 17 U.S.C. § 1202(a) and (b) - Against All Defendants)

35. Plaintiff repeats, realleges, and incorporates herein by reference as though fully set forth, the allegations contained in the preceding paragraphs of this Complaint.

36. Plaintiff regularly included copyright management information (“CMI”) when publishing her work, which included her name. An exemplar of that CMI is set forth below:



37. On information and belief it is alleged that Defendants, and each of them, removed Plaintiff’s CMI from the Subject Design before exploiting the Subject Design on clothing, online, and in marketing materials.

38. On information and belief it is alleged that Defendants, and each of them, appended their own CMI to Plaintiff’s Subject Design, products bearing said design, tags attached to products bearing said design, web pages bearing said design, and online content bearing said design.

39. On information and belief it is alleged that Defendants, and each of their, addition of their CMI to any product, material, or content incorporating, in whole or

1 in part, the Subject Design was false because Defendants do not own any rights or
2 license relevant to the Subject Design.

3 40. On information and belief it is alleged that Defendants, and each of them,
4 distributed product bearing false CMI, including without limitation, CMI indicating
5 that they held rights in or a license relevant to the Subject Design.

6 41. On information and belief, Defendants, and each of them, removed
7 Plaintiff's CMI from her work, and appended their false CMI to her work, and
8 distributed false CMI knowingly, intentionally, and with an intent to conceal their
9 own infringement and enable and facilitate their sale of infringing product.

10 42. The above conduct violates 17 U.S.C. 1202(a) and (b) and Plaintiff
11 resultantly seeks separate statutory damages awards for each violation as well as
12 attorneys' fees any other damages resultant from the violations.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment as follows:

- 15 a. That Defendants, their agents and employees be enjoined from
16 infringing Plaintiff's copyrights in any manner, specifically those for
17 the Subject Design;
- 18 b. That Plaintiff be awarded all profits of Defendants plus all losses of
19 Plaintiff, plus any other monetary advantage gained by the Defendants
20 through their infringement, the exact sum to be proven at the time of
21 trial, or, if elected before final judgment, statutory damages as
22 available under the Copyright Act, 17 U.S.C. § 504, 17 U.S.C. § 505
23 and/or 17 U.S.C. § 1203.
- 24 c. That a trust be imposed over the revenues derived by Defendants, and
25 each of them, through the sales or distribution of the products at issue;
- 26 d. That Plaintiff be awarded its attorneys' fees as available under the
27 Copyright Act, Copyright Act, 17 U.S.C. § 505 and/or 17 U.S.C. §
28 1203.

- 1 e. That Defendants, and each of them, account to Plaintiff for their
2 profits and any damages sustained by Plaintiff arising from the
3 foregoing acts of infringement;
4 f. That Plaintiff be awarded pre-judgment interest as allowed by law;
5 g. That Plaintiff be awarded the costs of this action; and
6 h. That Plaintiff be awarded such further legal and equitable relief as the
7 Court deems proper.

8 **JURY DEMAND**

9 Plaintiff demands a jury trial on all issues so triable pursuant to Fed. R. Civ.
10 P. 38 and the 7th Amendment to the United States Constitution.

11
12 Respectfully submitted,

13
14 Dated: April 25, 2024

By: /s/ Scott Alan Burroughs
Scott Alan Burroughs, Esq.
Frank R. Trechsel, Esq.
DONIGER / BURROUGHS
Attorney for Plaintiff